

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shout! Factory, LLC		01/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	First Horizon Bank		
Street Address:	165 Madison Bank		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38103		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4280827	SCREAM FACTORY	
Registration Number:	4475291	SCREAM FACTORY	
Registration Number:	4475374	SCREAM FACTORY	
Registration Number:	5715338	SHOUT! FACTORY	
Registration Number:	4490775	SHOUT! FACTORY KIDS	
Registration Number:	4475352	SHOUT! FACTORY KIDS	
Registration Number:	6329364	SHOUT! STUDIOS	
Registration Number:	4256342	TIMELESS MEDIA GROUP	
Registration Number:	6885382	SHOUT! FACTORY KIDS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		

CH \$240.00 4280827

SIGNATURE:	/jep/
DATE SIGNED:	01/17/2023
Total Attachments: 5 source=1-17-2023 Shout-TM#page1.tif source=1-17-2023 Shout-TM#page2.tif source=1-17-2023 Shout-TM#page3.tif source=1-17-2023 Shout-TM#page4.tif source=1-17-2023 Shout-TM#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SHOUT! FACTORY, LLC, a Delaware limited liability company (the “Grantor”), with principal offices at 1640 S. Sepulveda Blvd., Suite #400, Los Angeles, CA 90025, on this 9th day of January, 2023, hereby grants to FIRST HORIZON BANK (in such capacity, the “Grantee”) with principal offices at 165 Madison Avenue, Memphis, Tennessee 38103, a Lien on and a security interest in all of the Grantor’s right, title and interest in, to and under the following: (i) the trademarks, service marks, and trademark and service mark registrations and applications set forth on Schedule A attached hereto and all extensions and renewals thereof, and all of the goodwill of the business connected with the use of and symbolized by any of the foregoing; (ii) the patents and patent applications set forth on Schedule B attached hereto and all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, and all inventions and improvements described therein, in each case together with (iii) the right to sue or otherwise recover for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, (iv) all licenses, claims, damages, and proceeds of suit arising therefrom, (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all rights corresponding thereto throughout the world.

The foregoing grant of security interest is made to Grantee to secure the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations pursuant to the Guaranty and Security Agreement by and among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of January 9, 2023 (as the same may be amended, restated, modified and/or supplemented from time to time, the “Guaranty and Security Agreement”). Capitalized terms used but not otherwise defined in this Intellectual Property Security Agreement have the meanings given to them (including by reference) in the Guaranty and Security Agreement.

The security interest granted pursuant to this Intellectual Property Security Agreement has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Intellectual Property Security Agreement may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

The Grantor authorizes and requests the United States Patent and Trademark Office and any other applicable government office to record this Intellectual Property Security Agreement.

This Intellectual Property Security Agreement shall be governed by the laws of the State of New York.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Security Agreement as of the date referenced above.

SHOUT! FACTORY, LLC, as Grantor


By: 

Name: Adam Ainley

Title: Chief Financial Officer

SCHEDULE A

REGISTERED TRADEMARKS

Owner	Trademark	Country	Reg. No.	Reg. Date	Status
Shout! Factory, LLC	SCREAM FACTORY	USA	4280827	Jan. 22, 2013	Registered
Shout! Factory, LLC	SCREAM FACTORY	USA	4475291	Jan. 28, 2014	Registered
Shout! Factory, LLC	SCREAM FACTORY	USA	4475374	Jan. 28, 2014	Registered
Shout! Factory, LLC	SHOUT! FACTORY	USA	5715338	Apr. 02, 2019	Registered
Shout! Factory, LLC	SHOUT! FACTORY KIDS	USA	4490775	Mar. 04, 2014	Registered
Shout! Factory, LLC	SHOUT! FACTORY KIDS	USA	4475352	Jan. 28, 2014	Registered
Shout! Factory, LLC	SHOUT! STUDIOS and Design 	USA	6329364	Apr. 20, 2021	Registered
Shout! Factory, LLC	TIMELESS MEDIA GROUP	USA	4256342	Dec. 11, 2012	Registered
Shout! Factory, LLC	SHOUT! FACTORY KIDS	USA	6885382	Oct. 25, 2022	Registered

TRADEMARK APPLICATIONS

None.

SCHEDULE B

ISSUED PATENTS

Title

Patent Number

Issue Date

None.

PATENT APPLICATIONS

Title

Application Number

Filing Date

None.